

EXHIBIT A

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder.
2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
7. Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.
8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

Exhibit B: Winstar/Ameritech Fiber Meet

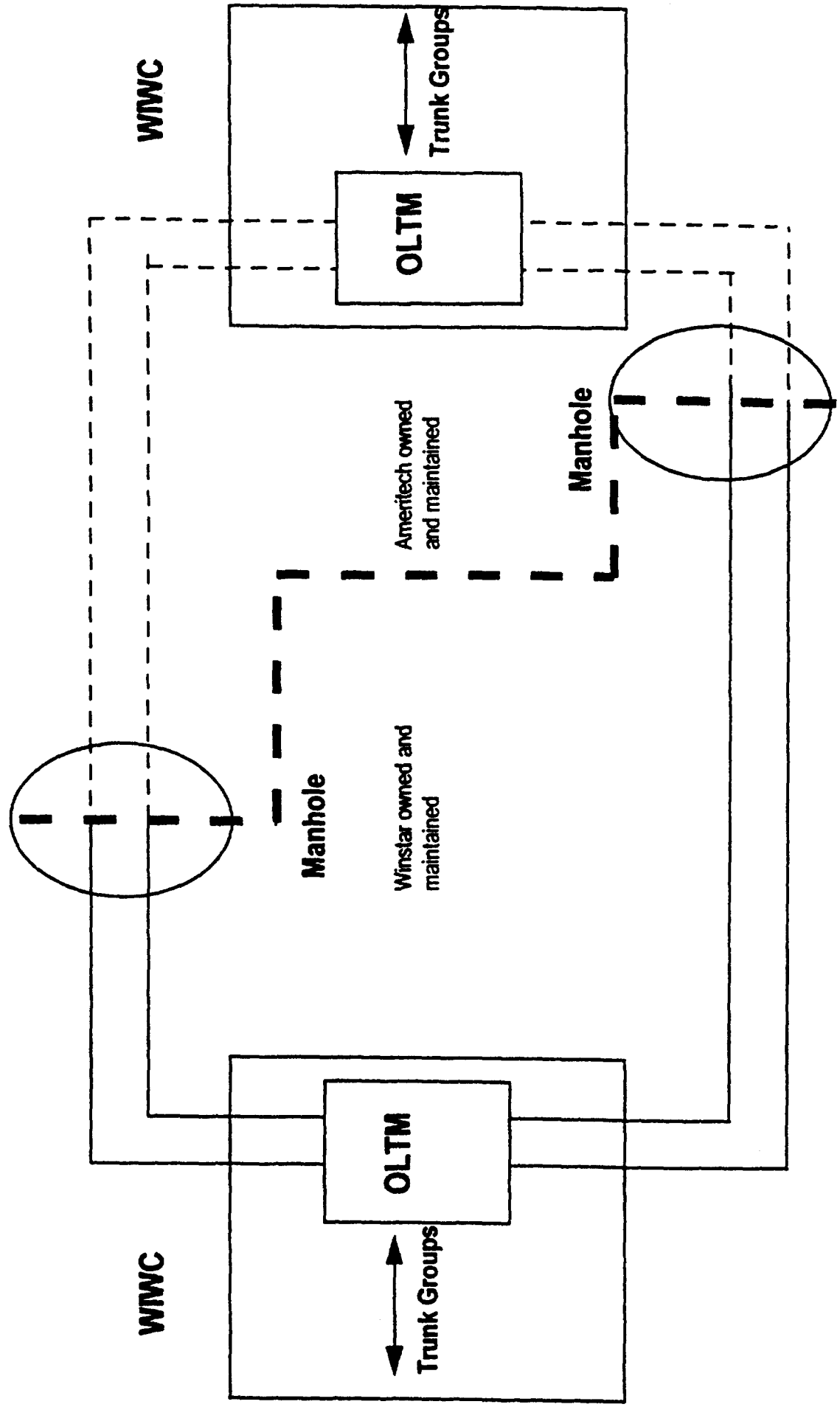


Exhibit B
Case No. U-11285

AGREEMENT BY AND BETWEEN
WINSTAR TELECOMMUNICATIONS, INC.

AND

AMERITECH

FOR ENHANCED 9-1-1 SERVICE

Dated November 27, 1996

**AGREEMENT BY AND BETWEEN
WINSTAR TELECOMMUNICATIONS, INC.
AND
AMERITECH
FOR ENHANCED 9-1-1 SERVICE**

This agreement ("Agreement") is made this 27th day of November, 1996 (the "Effective Date"), between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan ("Ameritech"), a Delaware Corporation in the offices at 350 N. Orleans, Third Floor, Chicago, IL, 60654, and WinStar Telecommunications, Inc., on behalf of Winstar Wireless of Michigan, Inc. ("Exchange Carrier"), a Delaware corporation with offices at 7799 Leesburg Pike, Suite 1001 North, Tysons Corner, VA, 22043 (both individually, the "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Ameritech possesses a network capable of providing specific Enhanced 9-1-1 Service ("E911") to Exchange Carrier as further described in Exhibit A;

WHEREAS, this network provides a means of forwarding 9-1-1 calls delivered from Exchange Carrier's Network to an Ameritech Control Office for the further purpose of routing to an Ameritech designated primary Public Safety Answering Point ("PSAP") or to designated alternate locations and displaying the originating caller's telephone number or central office identification code, plus the street address to an attendant position console of the PSAP or designated alternate location;

WHEREAS, Ameritech will provide access to a centralized Automatic Location Identification/Data Management System ("ALI/DMS") data base for the

purpose of storing and updating information required for the provisioning of E911 service and will provide certain services to Exchange Carrier in connection with using this data base;

WHEREAS, Exchange Carrier desires to purchase Enhanced 911 Service for the provisioning of such service to Exchange Carrier's subscribers.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

1. Definition of Terms

For purposes of this Agreement, the following terms shall mean:

- 1.1 *Affiliate* (including the terms "Affiliate of" and "Affiliated with") means a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled By or is Under Common Control With, the specified Person.
- 1.2 *Agreement* means the terms and conditions, and any other exhibit(s), attachment(s), addendum, or document(s), attached hereto and made a part hereof [or incorporated herein by reference] including any written amendments to this Agreement which have been signed by duly authorized representatives of the Parties.
- 1.3 *Ameritech Companies* means Ameritech Michigan, its parent, (Ameritech Corporation) and subsidiaries and affiliates controlled directly or indirectly by Ameritech Corporation.
- 1.4 *Automatic Location Identification* ("ALI") means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including, but not limited to, secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.
- 1.5 *Automatic Number Identification* ("ANI") means a feature by which the calling party's telephone number is automatically forwarded to the E911 Control Office and to the PSAP display and transfer office.

- 1.6 *Compensation* means monetary amounts due from one party to the other for facilities provided and/or services rendered under this Agreement.
- 1.7 *Confidential Information* means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential, or private when disclosed or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.
- 1.8 *Control* (including the terms "Controlled By" and "Under Common Control With") means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.9 *Control Office* means the central office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR (as defined herein), feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.
- 1.10 *Service Agency* means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E911 telecommunications service for the purpose of voice-reporting emergencies by the public.
- 1.11 *Customer Name and Address Information* (CNA) may include the name, service address and telephone numbers of an exchange carrier's subscribers for a particular exchange calling area. This data includes nonpublished listings, coin telephone information and published listings.
- 1.12 *Data Management System* ("DMS") means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing ("SR") and ALI features.
- 1.13 *Emergency Services* may include but are not limited to police, fire, ambulance, rescue and medical service.

- 1.14 *End Office or Central Office* ("EO" or "CO"), means the Ameritech point of presence in the E911 system which receives originating E911 calls
- 1.15 *E911: Enhanced 911 (E911) Service*, provides completion of 911 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).
- 1.16 *Exchange* means a geographic area established for the furnishing of local telephone service under a local tariff. It consists of one or more wire centers together with the associated facilities used in furnishing communications service within the area.
- 1.17 *Person* means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association.
- 1.18 *Public Safety Answering Point (PSAP)*: An answering location for 911 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.19 *P.01 grade of Service* means that grade of service that will ensure that less than one (1) call out of one hundred (100) incoming calls will encounter blocking on the first dialing attempt during the busy hour of the busy day.
- 1.20 *Selective Routing (SR)*: An E911 feature that routes an E911 call from a Control Office to the designated primary PSAP based upon the identified number of the calling party.
- 1.21 *Service Line* means a telecommunications link from the Central Office terminating at the PSAP.

2. Term

Except as otherwise provided herein, Ameritech shall provide the E911 service for an initial term of two (2) years commencing on the Effective Date. This Agreement shall automatically renew thereafter until either Party gives the other Party notice of termination at least ninety (90) days prior to the expiration of the initial term or subsequent to the initial term, except as otherwise provided herein including but not limited to, termination due to an Ameritech price change. Upon termination of this Agreement, all claims by Ameritech or WinStar for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.

3. Service and Facilities Provided

- 3.1 Ameritech will provide Exchange Carrier with multiplexing at the Ameritech Central Office at rates, terms and conditions provided in Ameritech's tariffs. Ameritech will also provide Exchange Carrier with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity (as described in Exhibit "C") to route Exchange Carrier's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rate described in Exhibit C, herein. If Exchange Carrier forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Exchange Carrier, Ameritech will furnish a Central Office identification code for display at the PSAP.
- 3.2 Exchange Carrier will provide the necessary trunking to route originating 9-1-1 traffic from Exchange Carrier's end office(s) to the Ameritech Central Office(s). The meet points for primary and diverse routes are identified in Exhibit B. Exchange Carrier may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- 3.3 Ameritech will provide to Exchange Carrier, in paper or magnetic tape format, an Addressing and Routing file that will specify which

E911 Control Office serves as the jurisdictional 9-1-1 answering point for subscribers within the Exchange served by Exchange Carrier. The Addressing and Routing file will be provided by NPA or NXX upon request. A specified rate found in the rate table of Exhibit C, herein will apply for each initial request for each NPA. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to Exchange Carrier in a paper format, at no additional charge to Exchange Carrier, any updates to the addressing and routing file.

3.4 Ameritech will coordinate access to the ALI/DMS data base for the initial loading and updating of Exchange Carrier subscriber information. Access coordination will include:

- a. Ameritech providing format requirements and a mailing address for Exchange Carrier to supply an electronic version of subscriber telephone numbers, addresses and other information both for the initial load and (where applicable) updates; as set forth in Exhibit A herein. Ameritech shall confirm receipt of this data as described in Section 3.9, below.
- b. Coordination of error resolution involving entry and update activity;
- c. Use of the ALI/DMS data base for the provisioning of specific E911 routing information on each access line; and
- d. Updating the ALI/DMS data base from paper records of service order activity supplied by Exchange Carrier. The charge for this service is separate and described in Exhibit C herein under the category "Optional Manual Update."
- e. Provide Exchange Carrier with reference data required to ensure that Exchange Carrier's subscribers will be routed to the correct Control Office when originating a 9-1-1 call. This reference data will be provided no later than ten (10) calendar days after the receipt of a service order from Exchange Carrier.

3.5 Exchange Carrier shall pay Ameritech a one-time charge of \$850.00 (eight hundred and fifty dollars) per E911 Control Office. This charge shall be designated the E911 Control Office Software Enhancement charge. Although the services offered in this Agreement and the charges described in Exhibit C herein contemplate that each NXX will reside in a single Control Office,

Exchange Carrier may, at its sole option, designate that a NXX shall reside in more than one E911 Control Office.

- 3.6 In the event of an Ameritech or Exchange Carrier trunk failure, the Party owning the trunk will notify the other Party of such failure within four (4) hours of the occurrence. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for provisioning the E911 service between the Parties.
- 3.7 Ameritech will provide the order number and circuit identification code before the service due date.
- 3.8 Ameritech shall inform Exchange Carrier of any planned conversion or changes of the E911 network which would have a material effect on the services provided Exchange Carrier under this Agreement no less than sixty days prior to such conversion or change being implemented by Ameritech, with as much as one-hundred twenty days prior notice if it is reasonably practical to do so.
- 3.9 Exchange Carrier or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 data base. The CNA data, if transmitted electronically, will be provided to Ameritech in a format consistent with the National Emergency Number Association guidelines. Exchange Carrier is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the 911 Data Management System. Ameritech will confirm receipt of such data and corrections by the next working day by providing Exchange Carrier with a report of the number of items sent, number of items entered correctly, and number of errors.
- 3.10 Exchange Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Exchange Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- 3.11 Incoming trunks for E911 shall be engineered to assure minimum P.01 grade of service.

4.0 Facilities Requirements

Exchange Carrier is at all times responsible to construct, equip, maintain and operate its system so as to provide adequate facilities for the provision of service (including E911 Service) to the public and consistent with the purposes and requirements of this agreement.

5.0 Compensation

Compensation for the E911 services and facilities provided under this Agreement (i) are set forth in the Exhibits attached hereto, (ii) shall remain firm fixed for the initial twelve (12) month term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to Exchange Carrier no less than sixty (60) days in advance of the effective date of the price revision and, unless for reasons beyond Ameritech's reasonable control Ameritech's costs materially increase, prices shall not increase (expressed as a percentage of the price in effect immediately preceding the increase) by more than 10% per year.

Where Ameritech offers the same services on the same basis and at similar volumes to another customer within the State in which services are provided pursuant to this Agreement, Ameritech agrees to offer the services described herein to Exchange Carrier on terms which are no less favorable than the terms these same services are offered to other customers. If during the term of this Agreement, Ameritech enters into an agreement or contract with any other customer to provide the same service described herein at a lower rate, or on terms and conditions that are materially different or more favorable than those set forth herein, Ameritech will notify Exchange Carrier within thirty (30) calendar days and offer such services to Exchange Carrier at rates, terms and conditions that are no less favorable than those provided to such other third party.

Any amounts due which are invoiced pursuant to this Agreement shall be payable by the thirtieth (30th) day from the date of receipt of such invoice. Either Party shall inform the other Party, in writing, of any amount(s) included in the final or actual portion of the invoice, which may be in dispute. The date of such disputed amount(s) shall be extended to thirty (30) calendar days from the original due date of the invoice. Post payment disputed amounts shall also be declared in writing to the other Party subsequent to the payment and receipt of funds applicable to the final or actual portion of any invoice. Such post payment disputed amounts which are resolved in favor of the party who paid the disputed amount shall be payable to said party by the thirtieth (30th) day from the date the dispute was resolved. When the payment date falls on a weekend or holiday, the due date shall be the next business day.

6.0 Limitation of Liability/Indemnity

- 6.1 To the extent not prohibited by law, each party shall defend indemnify the other and hold it harmless against any loss, cost, claim, injury or liability arising out of negligence or willful misconduct by it or its agents or contractors in connection with its provision of facilities and services or other performance under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 6.2 The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnifying party will not be liable under this Section for settlement by the indemnified party of any claim, lawsuit or demand if the indemnifying party has not approved the settlement in advance unless the indemnifying party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed wrongfully to assume such defense.
- 6.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and

hold harmless the other party, its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.

- 6.4 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, neither party shall be liable to the other for any loss, nor for defects or equipment failures, caused by conduct of the other party, the other party's agents, servants, contractors or others acting in aid or in concert with the other party.
- 6.5 In the case of any loss, cost, claim, injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 8 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.
- 6.6 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 6.7 Neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.
- 6.8 Ameritech is not liable for the accuracy and content of CNA data Exchange Carrier delivers to Ameritech. Rather, Exchange Carrier is responsible for the accuracy and content of such data and Ameritech is the custodian of such data and is responsible for maintaining the accuracy and content of that data as delivered.
- 6.9 Notwithstanding Ameritech's agreement to indemnify contained herein, under no circumstances shall Ameritech incur any liability, direct or indirect, to any Person who dials or attempts to dial, the

digits "9-1-1" or to any other Person on whose behalf a 9-1-1 call is made.

- 6.10 These remedies shall be exclusive of all other remedies against Ameritech or Exchange Carrier, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).

7.0 Record Retention

Except as otherwise required by law or agreed to in writing, each Party shall maintain all books, records, contracts, instruments, data and other documents, including all accounting records, and any other information that may be stored on any computer medium (collectively, the "Records"), relating to the performance of its obligations under this Agreement for a period which shall be the greater of: (i) twelve (12) months, (except for mechanized records which shall be kept for two (2) months) or (ii) each party's existing corporate records retention policy, if any, or (iii) the period required by applicable federal, state or local laws. Each Party may review the other Party's records, at the reviewing Party's sole expense, upon thirty (30) days' prior written notice to such Party. Such review will be conducted during the non-reviewing Party's normal business hours and, while on such Party's premises, the reviewing Party and/or its agent shall abide by the non-reviewing Party's established security regulations and such other reasonable conditions as the non-reviewing Party may deem appropriate.

8.0 Dispute Resolution between Executives.

Other than those matters involving injunctive relief as a remedy, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement.

Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within seven (7) business days after delivery of this notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of the arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

- (a) All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence and shall not be admissible for any purpose, in any form or in substance, in any subsequent litigation or alternate dispute resolution should the negotiations pursuant to this Section not resolve any dispute.
- (b) If the matter has not been resolved within forty-five (45) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may, but shall not be required to, initiate non-binding mediation of the controversy or claim under the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes or proceed with any other remedy permitted under law or equity.
- (c) Continued Performance. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings and Exchange Carrier shall continue to make payments to Ameritech in accordance with this Agreement.

9.0 Miscellaneous

9.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

9.2 Independent Contractor. Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the parties. Each party and each parties' contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Ameritech and Exchange Carrier. Neither party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other.

9.3 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

9.4 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

9.5 Confidentiality. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or

"Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

9.6 Governing Law. This Agreement shall be governed by the laws of the state in which the services are performed.

9.7 Taxes. Exchange Carrier shall pay or otherwise be responsible for all taxes which arise under this Agreement, except for any tax on Ameritech's corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Taxes shall be billed as separate items on the invoice.

9.8 Non-Assignment. Neither Ameritech nor Exchange Carrier may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and Exchange Carrier may assign this Agreement to a corporate affiliate upon prior written notice. Without limiting the generality of the foregoing, this agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

9.9 Non-Waiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

9.10 Notices. Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Exchange Carrier:

WinStar Telecommunications, Inc.
7799 Leesburg Pike; Suite 401 South
Tysons Corner, Virginia 22043
Attn: Thanos Vereas

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn: Vice President and General Counsel

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

9.11 Publicity. Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates, or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

9.12 Survival. The parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

9.13 Joint Work Product. The Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

9.14 No Third Party Beneficiaries. Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

9.15 Defaults or Violations. If either party defaults on or violates the terms and conditions of this Agreement or connects the facilities of the other party other than as specifically provided herein, this Agreement is subject to immediate termination thirty (30) days following written notice of such default, violation or improper facility connection, unless such default, violation or improper connection is cured within said thirty (30) day period.

9.16 Rules And Regulations. Exchange Carrier is responsible to conform to state laws, rules and regulations related to 911 services which require surcharge collection from Exchange Carrier's subscribers and distribution of fees to municipalities.

9.17 Entire Agreement. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties.

Attached and incorporated herein are:

- Exhibit A - E911 Service Feature Description
- Exhibit B - E911 Meet Points for Primary and Diverse Routes
- Exhibit C - Rate Table - Michigan

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date(s) shown below.

WINSTAR TELECOMMUNICATIONS,
INC., on behalf of Winstar Wireless
of Michigan, Inc.

By: _____

Title: V.P., Regulation/Legal

Date: 11-27-96

AMERITECH INFORMATION
INDUSTRY SERVICES, a
division of Ameritech Services,
Inc., on behalf of Ameritech
Michigan

By: _____

Title: _____

Date: 11-27-96



EXHIBIT A

E911 SERVICE FEATURE DESCRIPTION

Standard Features:

- (1) Forced Disconnect enables the PSAP attendant to release a connection on a 9-1-1 call, even if the calling party remains off-hook. The time required to effect the forced disconnect varies as a function of the office type, but is generally between 10 and 30 seconds.
- (2) Default Routing (DR) is activated when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. ANI and ALI data is not provided when a call is Default Routed.
- (3) Alternate Routing (AR) allows E911 calls to be routed to a designated alternate location if (1) all E911 Service Lines to the Primary PSAP are busy, or (2) the Primary PSAP closes down for a period (eg: night service).
- (4) Central Office Transfer Arrangements:
 - (a) Manual Transfer enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or the "add button on the Display and Transfer Unit and dialing either a 7-digit telephone number or a 2-digit Speed Calling Code.
 - (b) Fixed Transfer enables a PSAP attendant to transfer incoming E911 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.
 - (c) Selective Transfer provides the PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with the type of agency, e.g., "FIRE", on the Display and Transfer Unit. Selective Transfer is only available when Selective Routing is provided.

EXHIBIT B

E911 MEET POINTS FOR PRIMARY AND DIVERSE ROUTES

The meet point for Exchange Carrier's Primary and Diverse Routes to the mux/co-location and E911 Control Offices is at the Ameritech Central Office. Exchange Carrier shall pay tariff charges for Diverse routes. Exchange Carrier will be responsible for determining the proper quantity of trunks from its end office(s) to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be delivered by Ameritech within 20 days following order by Exchange Carrier. Following delivery, Exchange Carrier and Ameritech will cooperate to promptly test all transport facilities between Exchange Carrier's Network and the Ameritech Control Office to assure proper functioning of the E911 service.

EXHIBIT C

RATE TABLE - MICHIGAN

E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines* serviced by the E911 Network: \$90.00 per month and a nonrecurring charge of \$1,274.00..

The per 1000 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01-1,500 =	2 Trunks
1,501-7,500 =	3 Trunks
7,501-18,500 =	4 Trunks
18,501-33,500 =	5 Trunks

Should Exchange Carrier desire more trunks than those described above, Exchange Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update:	Update of the ALI/DMS data base from paper copies of service order activity furnished by Exchange Carrier at no additional charge. Ameritech reserves the right to institute a charge for Optional Manual Update service upon sixty days written notice to Exchange Carrier. In that event, electronic update service shall continue to be available at no charge.
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Address and Routing File	\$975.00 per request per NPA**
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E9-1-1 Control Office Software Enhancement - Connection Charge	\$850.00 non-recurring charge per E9-1-1 Control Office
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SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in Exhibit A and selected by Exchange Carrier in the exchanges in which both of the following conditions are met: (1) Exchange Carrier is authorized to provide local exchange services in such exchange(s), and (2) Ameritech is the 911 service provider in such exchange(s).

B. Exchange Carrier Updates:

Exchange Carrier elects to furnish daily updates to the end user information contained within the Exchange Carrier data base and assumes the notification responsibility as outlined in Section IV of this Agreement. Ameritech will provide Exchange Carrier with the proper address to which updates should be sent.

* Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of the Customer's geographical boundary jurisdiction, but within Exchange Carrier's exchange boundary and set for routing via the E911 network.

** This charge applies for entire NPA or fraction thereof.

Case No. U-11285

AFFIDAVIT OF

GREGORY J. DUNNY

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval)	
of an Interconnection Agreement between)	
WinStar Telecommunications, Inc. on behalf)	MPSC Case No. U-11285
of WinStar Wireless of Michigan, Inc., and)	
Ameritech Information Industry Services, etc.,)	
on behalf of Ameritech Michigan.)	
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AFFIDAVIT OF GREGORY J. DUNNY

GREGORY J. DUNNY, being duly sworn, states as follows:

1. I have personal knowledge of the facts set forth herein, and I am competent to testify thereto as a witness.

2. I am employed as Vice President of Marketing and Sales - Network Providers for Ameritech Information Industry Services, a division of Ameritech Services, Inc. My areas of responsibility cover 6 customer segments: Alternative Local Exchange Providers, Competitive Access Providers, Cable TV, Wireless, Independent Pay Phone Providers, and Telemanagement Companies. I am responsible for all sales and service activities for existing and new customers in these segments. I have responsibility for the overall marketing of services for these customers, including market research, product development, pricing, channel management, and promotional activities.

3. Employees under my direct supervision and control represented Ameritech in the negotiations which led to the Agreement dated November 27,